App. F. IX-4

Previous References
G.7-9-29-112-115.

Later References

1932. 33. (Law)

File No. 45. 32

Serial Nos. 1 - 4

PRESERVED

23

General and Revenue Secretariat.

Serial Nos. Fom

Part B for Year 33

SUBJECT.

House building advance to Mr. K. Narasimha Murthy Rao. Late Head Time Keeper, Central workshops, Mysore Railways

---

4) To The Agent, Mys. Rys.

No-P3643 of 21-12-32.

Informs that the monthly Cannot withdraw himself —

Mr. Abdul Aziz
26.1.33

607

/

Serial No.

From,

The Agent. Mys. Rys.

No. 11829/H1.167-1 dated 24th June 1932 Soliciting legal opinion in the circumstances stated therein whether Mr. T. D. Venkatanarayanappa the Surety for the House building advance to Mr. K. Narasimhamurthy Ry. Inspr. Time Keeper Central workshops can relieve himself of the responsibility before the full Amount is discharged.

"Copies of the necessary documents if not the documents themselves have to be obtained"

Def Calling for the same & put up for approval

JSD 27/6

Issue MM 27.6

Issued no. P. 7340 d 29.6.32

From,

The D.C. Mysore

No. C3. 1507/31-32 dated 18th August 1932 forwarding Copies of documents executed by Mr. K. Narasimhamurthy Ry and the Surety Mr. T.D. Venkatanarayanappa Avargu.

Facts of the Case as explained in para 3 of the P.W.D. It is stated that Govt sanctioned the Concession of repayment of the advance in easy instalments of Rs 5/- per mensem instead Rs 10/-. It is not known under what provision of the

NOTE—Contn. Sheet.

TYPING SECTION 27 JUN 1932 GENL. & REV. SECTT.

WD 70—GBPM—60,000—13-8-31

Such a Concession as Shown. It is also necessary to know whether the Consent of the Surety was taken for payment allowing the mortgagor to pay any instalments. The Connected file relating to the Sanction of Concession of repayment of advance in easy instalments may perhaps be obtained from the Finl Dept:

Subd grades.

TSD 2/5.

4) For putting up previous Upes re: the advance in question.

H Br)

MG 27.8

A — This is important MG

Rec. Collection G. O. no. 7 - 29 Sls. 112-115. Containing G.O. 29 4 11. 29 sanctioning an advance of Rs 2160 to Mr. K. Narasimha Murthy Rao, and a copy of letter no. R.S. 1321/29-1-32 from the Rg. Secretary to the Govt, Mys. Regs stating that first have no objection to recover the instalment of Rs 10 to Rs 8/- per month, are submd.

AV 6.9.1932.

Exam Supdt.

5) The Collection put up does not furnish the information required at A. Rg. Sectt may perhaps be requested to put up the previous refce:

TSD 20/9.

7) It appears to be clear from the

2015
1044

[App. F. III—2

General and Revenue Secretariat | File No. | of 193 .

Serial No.

Agent's letter of 24th June 1932 that the Surety's consent was not obtained before giving the debtor certain concessions regarding repayment. It is however desirable to get the records relating to the issue of Rly Secy's letter No. 1321 dated 6th Jan 1932 to the Agent in the matter, before giving a legal opinion as to whether the Surety continues to be liable after the grant of the concession.

Dft to Rly Secy accordingly

BNR
20/9

Dft put up.

ISD
22/9

Issued
BNR 22/9

To,

The Agent, Nyl Rys.

No. P. 1799 dated 22.9.32 Calling for the records relating to the issue of the Rly Secy's letter dated 6.1.32

From,

The Secy to Govt. Nyl Rys.

No. 658 dated 4.10.32 forwarding the file No. 62/E of 31.32 for reference.

Reference para 2 ante supra.

The question of taking the Consent of the Surety is not raised at the time of granting the Concession to the mortgagor.

ISD
10/10

SECTION
27 SEP. 1932
GEN. & REV. SECTT.

A
ISD 26/9

NOTE—Contn. Sheet.

WD 70—GBPM—60,000—13-8-31

Under the mortgage bond "(Hag 'I') dated 11th Nov 1929, both the principal debtor, one K. Narasimha murthy Rao and his surety Mr. T.D. Venkatarama Iyengar, have covenanted to pay "jointly and severally" the loan taken for Housebuilding. Afterwards, on account of the premature retirement of Narasimha murthi Rao from service without the consent of the surety, allowed certain concessions regarding payment to the principal debtor - (Vide Hag A).

The surety claims to be discharged from his obligations under the bond, on this account. Apparently the claim is made under sec 135 of the Contract Act as in force in Mysore.

The main concession shown is that the monthly instalment is reduced from 22½ to Rs 8/- and consequently the time for full discharge is extended. But this concession is not granted in pursuance of any contract and supported by consideration. Govt can at any moment enforce the conditions of the bond, even in spite of this concession. In this view sec 135 does not apply & the Surety is not discharged.

From another aspect also, the same result follows. Though in the mortgage bond Mr. Venkataramaiyengar is mentioned as a

Serial No. 4

Surety, he has explicitly bound himself to be "jointly and severally" liable for the amount He is consequently a joint debtor so far as Govt is concerned and since the rule in Rouse vs Bradford Banking Co (1894 A.C. 586) is held not to apply in ~~India~~ Mysore, on account of Sec 132 of the Contract Act, (Vide Bank of mysore vs Venkatapati setti, 6 Mys L.J 305), the surety cannot claim to be discharged, even if the ~~effect~~ of Sec 135 is admitted ~~to~~ case was one of a grant of time within the scope of Sec 135 of the Contract Act.

DM
11/10.

Forwarded to the Govt Advocate with Compliments for favour of an expression of his views in the matter.

M Nagaraja
for Gen Secy to Govt
11.10.32.

G.O. No. P 17983/32 dt 12/10/32

GOVT ADVOCATE'S OFFICE 13 BANGALORE

7 110-280/32-33 dt 2.10.32

Ref. No. 62/32 dt 21.11.32.

GENERAL SECRETARY 21 NOV 1932 No. Exam

Returned with compliments.

Mr. T. D. Venkatarama Iyengar has executed the mortgage bond expressly as surety. The only question therefore for consideration is whether because of the concessions granted by Government the surety can claim to be discharged. In the first place, it is only a concession shown to the debtor without any consideration therefor. Secondly these terms which vary the terms of the

NOTE—Contn. Sheet.

6

File No. of 193 .

General and Revenue Secretariat

of the registered mortgage deed are not evidenced by a registered agreement. I therefore agree with the opinion of the Assistant Secretary that the surety's contention that he must be deemed to have been discharged is not tenable.

A. Mahendrarajah
Government Advocate.
19.11.1932

N.

GENERAL SECRETARY
5 DEC. 1932
No

GENL & REV SECTT
5 DEC. 1932

As the grant of instalments is only a concession & not for consideration it is not legally enforceable, & the surety is not discharged under Sec 135 Contract Act (under)

C 8/12/32

Reply accordingly

Ltr 16/12

Dft for my sgd

ISD 17/12

Done
C
17/12/32

To,
The Agent Mys. Rly.
No. P. 31656 of 21.11.32 informing that Surety cannot withdraw himself.

B

ISD
22/12/32

Ltr sent

6107-7/31
P

VRM A 387—2000—2-5-32

MYSORE RAILWAYS

All communications should be addressed to the Agent, Mysore Railways, Mysore by TITLE, not by NAME

AGENT'S OFFICE,

Mysore, 21st June, 1932.

No. 11829 /Fl. 167/1.

Enc. One

Law 95-32-1

From

THE AGENT,

Mysore Railways,

MYSORE.

CHIEF SECRETARY'S OFFICE
Law
25 JUNE 1932

To

The Chief Secretary
to the Government of Mysore, (Law Section,)
Bangalore.

Sir,

(Copies of the necessary documents from the Secretariat may be obtained)
25/6

House Building advance to Mr. K. Narasimha Murthy Rao, late Head Time Keeper, Central Workshops.

I have the honour to state that Government in their Order No.Fl.2995-8/G.F.7-29 dated 1st/4th Novr., 1929, (copy enclosed) sanctioned a House Building advance of Rs.2,160/- to Mr. K.Narasimhamurthy Rao, Late Head Time Keeper, Central Mysore Railways, with the collateral surety of one Mr.T.D. Venkataraman, Clerk, Loco & Carr. Superintendent's Office, Mysore Railways. The Deputy Commissioner paid the advance after getting a mortgage bond in form 28 of Mysore Account Code Vol. I Appendices and Forms duly executed in favour of Government.

As Mr. Narasimhamurthi Rao was retired before superannuation as a measure of retrenchment, Government sanctioned the concession of repayment of the advance in easy instalments of Rs.8/- per mensem instead of Rs.22½ till the balance due inclusive of interest was fully cleared after adjustment of Insurance bonus of Rs.1,300/- that he expected to get after attaining 55 years of age.

Mr. T. D. Venkataraman felt that his responsibility as surety ceased to exist as the mode of repayment of the advance

advance was altered by the grant of the above concession and solicited confirmation. The Auditor, Mysore Railways who was consulted stated that the surety could not relieve himself of the liability until the full advance was repaid. The Deputy Commissioner, Mysore stated that if Mr.Venkataraman elected to withdraw from his suretyship, Mr.K.Narasimhamurthi Rao should be called upon to furnish separate surety failing which action has to be taken according to conditions of mortgage bond.

4) Under these circumstances, I request the favour of legal opinion in the matter, i.e., as to whether Mr. T. D. Venkataraman the surety can relieve himself of the responsibility before the full amount is discharged.

I have the honour to be,
Sir,
Your most obedient servant.

Agent.

MSAB/

NR
21/6/m

Proceedings of the Government of His Highness the Maharaja of Mysore.

Read.--

Correspondence ending with letter No.4240 dated 24th October 1929 from the Agent, Mysore Railways, recommending the grant to Mr.K.Narasimha Murthy Rao, Head Time Keeper, Central Workshops, Mysore, of an advance of two years' pay to enable him to build a house on site No.10 in the Cement Blocks, Chamundy Extension, Mysore.

Order No.Fl.2985-8/G.F.7-29 dated Bangalore, the 1st Novr.1929.

The grant of an advance of two years' pay viz., Rupees Two thousand one hndred and sixty only to Mr.K.Narasimha Murthy Rao, is sanctioned, subject to strict compliance with the rules laid down in article 161 of ~~Mysore~~ Mysore Civil Account Code, Volume I. vide G.O.No.Fl.794-853/G.F.237-27-2 dated 28th July 1928. The excess over one year's pay will carry interest at 4 per cent per annum. The balance of the advance remaining unpaid at the time of retirement of the official, will be -- adjusted out of the Life Insurance amount. The amount will be met out of the allotment at the disposal of the Agent, Mysore Railways.

2. The Deputy Commissioner is requested to see that proper security (vide Rule VI under Article 161, Mysore Civil Account Code) is furnished and the necessary bond executed before the advance is paid.

Sd./- A.N. Raghvachar,
for Financial Secretary to Govt.

---

copy.

N. T. Ramaswamy
31 V 3

Appendix F G—1]

SUBJECT .....

.....

.....

Section Law

File No. 95-32

Serial No. 2

Diary No. of letter replied to .....

No. P-7340/Law

To The Agent, Mys. Rys.

Sir,

With reference to your letter no. 11829/H 167/1 dated 24th June 1926 soliciting legal opinion in the matter of the house building advance granted to Mr. K. Narasimha Murthy, Road, Line Head time keeper, Central workshops. I am directed to request that Copies of the documents executed by the said Mr Narasimhamurthy ~~in connection with the above loan~~ and the Sureties in the matter ~~executed in the transaction~~ may kindly be ~~obtained and~~ sent for reference & return.

I have etc

for Secy

General and Revenue Secretariat

( )

the *193* .

Date of issue 29/6/32

Signed by M. N. Narayana Rao

List of enclosures .....

Copied by .....

Examined by .....

No. C3. 2507/31-32
Encl. two —

Office of the Deputy Commissioner,
Mysore District.

Dated Mysore, 17th August 193 2.

Laws 95-32-3

FROM

S. ABDUL WAJID, ESQ., B.A.,
Deputy Commissioner,
Mysore District.

GENERAL SECRETARIAT
19 AUG 1932
No. Laws

TO

R. RANGA RAO, Esq., B.A., B.L.,
Secretary to the Government of Mysore,
General Department, *Bangalore.*

SIR,

With reference to the Railway Agent's letter No. 246/F1. dated 6th/7th July 1932 requesting me to forward to Government copies of documents executed by Mr. K.Narasimha Moorthy Rao and the surety Mr. T.D.Venkatarama Iyengar in re: the House Building Advance drawn by K.N.Moorthy Rao, I have the honour to forward herewith copies of documents executed by them in the matter as desired in the Agent's letter referred to above.

I have the honour to be,

Sir,

Your most obedient servant,

Abdul Wajid.

Deputy Commissioner,
Mysore District.

NRS

his successors and assigns will at any time thereafter upon the request and at the cost of the said C. Narasimhadasaraj Urs his heirs, executors and administrators and assigns reconvey the said premises unto the said C. Narasimhadasaraj Urs his heirs, executors, administrators assigns or as he or they shall direct : AND it is hereby declared that if the said C. Narasimhadasaraj Urs shall die or quit the service before the said sum of Rupees 21 Gaj- & interest — shall have been fully paid off then and in either of such cases it shall be lawful for the said Dewan of Mysore, his successors or assigns to sell vide item No 1 Correction Slip the said premises or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby : AND TO DO and to execute all such acts and assurances for effectuating any such sale as the said Dewan of Mysore, his successors or assigns shall think fit : AND it is hereby declared that the receipt of the said Dewan of Mysore, his successors or assigns for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom : AND it is hereby declared that the said Dewan of Mysore, his successors and assigns shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfaction of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the said C. Narasimhadasaraj Urs vide item No 2 of Correction Slip his heirs, executors, administrators or assigns : AND it is hereby declared that the said order shall be deemed and taken to be part of these presents.

In witness whereof the said C. Narasimhadasaraj Urs (and T.D. Venkatramanayya and Mr. R. Shamanayya B.A. P.A. to D.C.) by order of the Deputy Commissioner of the Mysore District on behalf of the said Dewan of Mysore have hereunto set their hands the day and the year first above written.

Signed by the said
and C. Narasimhadasaraj Urs Sd/—
and T.D. Venkatramanayya Sd/—
in the presence of

(Names of witnesses and address)

1. Sd/ C. Govinda Rao
Retired Revenue Inspr.

Sd/ R. Shamanayya
P.A. to D.C.
Mysore

2. Sd/ [illegible]
U.P. Accts Section

Sd/ [illegible]
for D.C.
Mysore
10/8/32

Finl. 207]

Form of Mortgage Bond with Collateral Security in cases of House Building Advances. "Copy"

THIS INDENTURE made the 11th day of Nov one thousand nine hundred and twenty nine

BETWEEN K. Narasimha Moorthy Rao H.D. Time keeper Central Workshops Mysore & T.D. Venkatrama Iyengar H.D. Clerk Loco & Car Supdt's office Mysore.

of

of the one/first part (and of

of the second part), and the DEWAN OF MYSORE of the other/3rd part:

Witnesseth that under the orders of the Government of Mysore contained in Proceedings No. H. 2985-8 / F. 7. 7-29 dated 4. Nov 1929 and in consideration of the said sum of Rupees 2160/- paid to the said K. Narasimha Moorthy Rao by the said Dewan of Mysore (the receipt whereof the said K. Narasimha Moorthy Rao doth hereby acknowledge) for the purpose of enabling the said K. Narasimha Moorthy Rao to defray the expenses of building a suitable house for his own residence in Site No. 10 Central Block, Chamundi Extension Mysore he the said K. Narasimha Moorthy Rao (and his surety, the said T.D. Venkatramaiyengar) ~~doth~~/do hereby for ~~himself~~/themselves, ~~his~~/their heirs, executors and administrators covenant with the said Dewan of Mysore and his successors that the said K. Narasimha Moorthy Rao (and T.D. Venkatramaiyengar) ~~his~~/their heirs, executors or administrators will (jointly and severally) pay unto the said Dewan of Mysore, his successors assigns the said sum of Rupees 2160/- & interest

* Two years from the date of commencement of repayment of the loan.

and on the 25th day of April 1935 next*:

And this indenture also witnesseth that for the consideration aforesaid he the said K. Narasimha Moorthy Rao doth hereby convey unto the said Dewan of Mysore, his successors and assigns all that item or items of property situated and more particularly described in the schedule hereto annexed:—To hold the said premises unto the said Dewan of Mysore, his successors and assigns absolutely as his and their own property.

Provided always that if and as soon as the said sum of Rupees 2160/- & interest shall have been repaid by the deduction of monthly instalments of the salary of the said K. Narasimha Moorthy Rao as in the said order mentioned or by any other means whatsoever then the said Dewan of Mysore

Correction to the Bond Form.

NO 1 To read the entire amount of the balance of advance viz, the total of all unpaid & full instalments having fallen due amount to settlement.

NO 2. And it is also hereby declared that if the net proceeds of such sale are insufficient to pay the aforesaid monies, interest in full, it shall be lawful for the said Dewan of Ingrone, his successors & assigns to recover the amount of balance by deducting it from the Bonus or Surrender Value payable to the said K. Narasimha Moorthy Rao, his heirs Executors Administrators & assignees under the State Life Ins. policy taken by proceeding against the said K. N. Moorthy Rao. & his surety T. D. Ven Nataswamy Aiyar personally & against their properties as it was ordered demand without having to seek relief by way of suit or otherwise in a Court of Law.

Sd/ K. Narasimha Moorthy Rao

Sd/ T. D. Venkatachari
Surety

SCHEDULE.

Item (1) ALL that piece of land situated in the District of Bangalore registration District of Bangalore and sub-registration District of Bangalore. containing 50' X 60' or 333⅓ Sq Yds more or less bounded on the North by Road —

on the South by Conveyance

on the West by Site No 9.

on the East by Road.

with the dwelling-house and the out-houses, stables, cook-rooms and out-buildings of all kinds used or intended to be used with the said dwelling-house ~~lately~~ to be erected erected† together with all right, easements and the appurtenances to the same or any of them belonging.

† Where the house, offices, etc., have not yet been erected or are in the course of being built "for lately erected" substitute "hereafter to be erected" or "now being erected." as the case may be.

Item (2) ALL that dry, wet, garden land bearing survey number situate in the village of district of measuring acres guntas and assessed at Rupees per annum together with easements and appurtenances to the same or any of them belonging.

If the additional security, mortgaged is a building, it has to be described in the manner stated above.

INSTRUCTIONS FOR WRITING THE BOND.

(i) Mortgage bond to be executed only by the person borrowing without either surety or collateral immoveable security.

Omit the word "first" in line 3.
" words "and C. D. of the 2nd part "in line 4.
" word " 3rd " in line 5.
" words "and his surety the said C. D." in line 16.
" words "do, themselves, their " in line 17.
" words "and C. D. their" in line 20.
" words " jointly and severally " in lines 22 or items in line 31.
" word "and " in line 87.
" word "C. D." in line 88.
" words "and C. D." in line 94.
Omit the whole of item 2 in the schedule.

(ii) Mortgage bond to be executed only by the person borrowing with surety but without collateral immoveable security.

Omit the words "one "in line 3.
" word " other " in line 5.
" words " doth, himself, his " in line 17.
" word " his " in line 20.
" words " or items " in line 31.
Omit the whole of item 2 in the schedule.

(iii) Mortgage bond to be executed by the person borrowing without surety but with collateral immoveable security.

Same as No. (i, but instead of omitting item 2 of the schedule, retain it.

(5)

Registered in the Sub Registry
Office as No. 1543 of 12.11.29.

Mop 1799

11

23-9-1932. xx

24th

The

The Agent,
Mysore Railways, Mysore.

With reference to your letter No.11829/Fl.167/1 dated 24th June 1932 soldciting legal opinion re. the liability of the surety in the matter of the House building advance sanctioned to Mr. K.Narasimhamurthy Rao, late Head time keeper, Central Workshops, I am directed to request that the records relating to the issue of Railway Secretary's letter No.1321 dated 6th January 1932 addressed to you may kindly be obtained and sent for reference and return ~~retransmission~~.

I have the honour to be,
Sir,
Your most obedient servant,

BDP

for General Secretary to Governme

JSD

TD.2.

12

Appendix F G—1]

SUBJECT .....

.....

.....

General and Revenue Secretariat

( )

the 193 .

Date of issue 24/9/32

Signed by J.M.N. Rao

Diary No. of letter replied to .....

List of enclosures .....

Copied by B.D. 23.9.

2 Copies).

Examined by .....

Section Law

File No.

Serial No.

No P 1799

To The Agent Mys. Rys.

Sir,

With reference to your letter no. 1829/fl. 167/1 dated 24th June 1932 Soliciting legal opinion re: the ~~withdrawal~~ liability of the Society in the matter of the Home building advance ~~granted~~ Sanctioned to Mr. K. Narasimhamurthy Rao late Head time keeper, Central work shops, I am directed to request that the records relating to the ~~issue~~ of Railway Secretary's letter No: 1321 ~~of Calcutta of repayment of advance~~ dated 6th Jan 1932 addressed to you in ~~lay instalment~~ may kindly be obtained and ~~obtained from the office of the Secretary to Govt. Mysore Rys and~~ sent for reference & return. ~~Consideration of the question~~

I have etc

BDR 23/9 for Gen Sec)

150 24/9

2015 1932

RAILWAY SECRETARIAT.

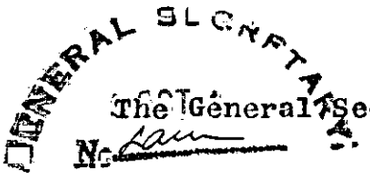
No. R. S. 656/Fe. 62/E
One file in 16 Sheets.

Mysore, 4th October 1932.

FROM

The Secretary to the Government of Mysore for Railways,
Mysore.

To



The General Secretary to the Government of Mysore,
Bangalore.

Sir,

House building advance to Mr.K.Narasimha Murthy Rao, late Head Time-keeper, Central Workshops.

With reference to your letter No.P.1799/Law dated 23rd/24th September 1932 addressed to the Agent, Mysore Railways, on the above subject, I have the honour to forward herewith, for reference, this office file No.62/E. of 1931-32 relating to the issue of letter No.1321 dated 6th January 1932. The file may kindly be returned when no longer required.

I have the honour to be,
Sir,
Your most obedient servant,

For Secretary for Railways,
Government of Mysore.

14

Railway Secretariat.

No.R.S.1321.

Mysore, 6th January 1932.

From

The Secretary to the Government of Mysore for Railways, Mysore.

To

The Agent,

Mysore, Railways, Mysore.

Mr. K.Narasimhamurthi Rao; late Head Clerk and Head Time-Keeper, Workshops.

Sir,

With reference to correspondence ending with your letter No. 257 dated 9th/12th December 1931 on the above subject, I am directed to state that Government have no objection to reduce the instalment of Rs 10/- fixed in G.O.No.R.S.895 dated 11th November 1931, to Rs 8/- per month, but they are not prepared to waive the interest on the amount outstanding against Mr. Narasimhamurthi Rao.

I have the honour to be,
Sir,
Your most obedient servant,

sd/-

Secretary for Railways,
Government of Mysore.

P.T.O.

No. R. S. 1322, Mysore, dated 7th January 1932

A copy of the foregoing is forwarded to the Auditor, Mysore Railways (through the Financial Department) for information, in continuation of Memo No. R.S. 896 dated 11th November 1931.

Sd/-

For Secretary for Railways,
Government of Mysore.

Fin. Con.ⁿ 1227

8.1.1932.

Registered and communicated to the Auditr, Mysore Rys.

By order.
Fin. A.S.
for Fin. Secretary

Copy"

M.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE 66

General and Revenue Secretariat

No. P. 3443 Dated, Bangalore, 20th December 1932

En 1 file (Rec) Law-95-32-4 2187

From

The General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Agent,

Mysore Railways, MYSORE.

Sir,

With reference to your letter No.11829 dated 24th June 1932 re: the House building advance to Mr.K.Narasimhamoorty Rao, late Head Time Keeper, Central Workshops, I am directed to state that as the grant of instalments is only a concession and not for consideration, the surety cannot withdraw himself and he is not discharged under Section 135 of the Contract Act.

The entire file of papers is returned herewith.

I have the honour to be,

Sir,

Your most obedient servant,

For General Secretary to Government

TSD

mk.

17

Appendix F.G—1]

SUBJECT .....

.....

.....

Section Law

File No. 95-32

Serial No. 4

Diary No. of letter replied to .....

No. P. 3443/Estt. file. (Misc.)

To

The Agent Mys. Rys.

Sir,

With reference to Your letter no 1105 dated 10 June 1932 re: the House building advance to Mr K Narasimhamurthy Rao, late Head Time Keeper Central workshops, I am directed to state that as the grant of instalments is only a Concession and not for Consideration, the Survey Cannot withdraw himself and he is not discharged under sec 135 of the Contract act.

The entire file of papers returned herewith

I have

for [illegible]

General and Revenue Secretariat

( )

the 193 .

Date of issue 21/12/32

Signed by Mr C. Lowry

List of enclosures .....

Copied by .....

Examined by .....

WD 71—GBPM—40,000—20-7-31.

150